

**Terms of Use for the Mercedes me connect Services**  
Version 001.008.002.A.19D

**I. General Part**

**THESE GENERAL TERMS AND CONDITIONS FOR THE MERCEDES ME CONNECT SERVICES CONTAIN A PROVISION THAT GENERALLY REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS AND CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE. PLEASE SEE CLAUSE 12 FOR INFORMATION.**

**The Mercedes me connect information and telematics services involve the collection of personal data, including vehicle geolocation and driver behavior information. These Terms of Use incorporate by this reference the Connected Vehicle Privacy Notice.**

**1. Scope of Application**

The following Terms of Use for the Mercedes me connect services and the Mercedes me connect overview of services ("Overview of Services") issued by Mercedes-Benz USA, LLC ("MBUSA"), 1 Mercedes-Benz Drive, Atlanta, GA 30328, ("Provider"), (collectively "Terms of Use") apply to the provision of Mercedes me connect information and telematics services ("Services") by the Provider and to their use by the Customer. The Overview of Services is a key element of the Terms of Use. In the event of a contradiction between this General Part of the Terms of Use, the Special Part of the Terms of Use or the Overview of Services, the regulation in the Special Part or the Overview of Services shall take precedence.

**2. Customer, Holder**

- 2.1 "Customer" is the person who fulfils the requirements of Clause 4.1 and has concluded these Terms of Use successfully and appropriately pursuant to Clause 3.1.
- 2.2 "Holder" is the person who is registered as the person responsible for the vehicle in the relevant National Vehicle Register.

**3. Effective Date of the Terms of Use, Entitlement to Use the Services**

- 3.1 A precondition for using the Services is that the Customer has registered and has accepted the Terms of Use online. The Terms of Use shall enter into effect between the Customer and the Provider when the Customer receives confirmation of its acceptance, but no later than on the date on which the Customer is able to

use the respective Services for the first time.

- 3.2 Reserved.
- 3.3 When the Terms of Use enter into effect, the Customer will be entitled to use certain services free of charge. Details can be found in the Overview of Services. The Customer can obtain more information on the Customer Portal ("Customer Portal") referred to in Clause 13.
- 3.4 The Customer may acquire the right to use paid services ("Fee-based Services") from the Provider. For the acquisition of Fee-based Services, the additional conditions agreed between the Customer and the Provider, including the General Terms and Conditions of the Provider, shall apply. These Terms of Use apply to the use of the Services by the Customer. In the event of conflict between these Terms of Use and the terms and conditions for Fee-Based Services, the provisions of the Fee-Based Service terms shall take precedence, with the exception of Clause 8.3 of this General Part of the Terms of Use.

**4. Scope of Services**

- 4.1 The Services are intended for use by persons whose permanent place of residence (registration address) is in the United States ("Target Country") or its territories and who are either the Holder of the vehicle, with which the Services are to be used, or are authorized for the use of the vehicle and the Services by the Holder. As MBUSA is constantly refining the Services offered, further target countries may be added at any time. The United States is currently the only Target Country.
- 4.2 For the Services, the Provider shall provide the Customer with the use of a Customer Portal, on which the Customer may set up a private area and manage the Services online ("User Account").
- 4.3 The Customer can link several vehicles (up to a maximum of 20) with the User Account and may unlink these vehicles again at any time. Services are specific to the vehicle for which they are offered and may not be transferred to other vehicles. Clauses 5.2 and 5.3 apply to the connection and disconnection of vehicles.
- 4.4 The Customer can operate and use the Services via the Use Gateways described in the following paragraphs (collectively "Use Gateways"); the scope of the Services available via the respective Use Gateways is set forth in these Terms of Use. A precondition for using the Services via the relevant Use Gateway is a User Account, unless otherwise provided by the Terms of Use.
- The Customer may operate and use a number of services via the infotainment system in the vehicle. The Customer also has the option of operating and using certain Services via the Customer Portal. Some Services can be

operated and used only via the Customer Portal. The Customer also has the option of operating and using certain Services in certain Target Countries via apps on a compatible end device ("Apps"). However, individual Services may be limited when used via Apps. Moreover, the Customer may use Apps to receive additional Services that can only be operated and used via Apps. The Customer can obtain further information, for example regarding the target countries for Apps and their purchase, in the Customer Portal.

- 4.5 The Customer may delete the Apps at any time. In this case, the Customer will no longer have any access to the Services via the Apps. Furthermore, changes made to the compatible end-device (e.g. update of the operating system, jail-breaking) could render the Apps unusable.

**Note: Any obligations to the Provider for payment of the fees for Fee-based Services will remain unaffected by deletion of the Apps or by the described changes to the compatible end device.**

- 4.6 The Customer will have the opportunity to activate or deactivate individual Services on the User Account. The Customer can use an activated Service as described in the Terms of Use. If a Service is deactivated, the Service will not be available to the Customer unless and until such Service is reactivated.

**Note: Any obligations to the Provider for payment of the fees for Fee-based Services will remain unaffected by a deactivation of the Services.**

- 4.7 If the Customer revokes the purchase of a Fee-based Service from the Provider, the Provider reserves the right to deactivate the affected Services.

The Provider also reserves the right to deactivate the Services for security reasons (e.g. security gaps) or for other important reasons at Provider's discretion.

Due to the currently available technology, the provision and use of the Services may be subject to certain restrictions and inaccuracies which are beyond the Provider's control. In individual cases there may be discrepancies between the vehicle operating data displayed in the vehicle (e.g. in the infotainment system) and that in the Customer's respective User Gateway. This applies in particular to the availability of the mobile data connection provided by mobile phone companies, the mobile network, the global navigation satellite system GPS location services and Internet access. The Services are therefore geographically limited to the transmission and reception areas of the transmission stations operated by the relevant mobile phone companies. The unavailability of the mobile

network can in some cases mean that individual Services are unavailable because the necessary data transfer cannot take place. The Services may also be adversely impacted by atmospheric conditions and topographical features or obstacles (e.g. bridges, tunnels, buildings). The same applies to the GPS coordinates determined on the basis of global navigation satellite systems. Other disruptions, such as network overload, may restrict use of the Internet. Moreover, sudden capacity bottlenecks may arise from spikes in the use of the Services, the mobile and land line networks or the Internet.

When using data via the mobile telecommunication services, the logged-on users share the available bandwidth (so-called shared medium) in the mobile radio cells. The actually achievable transmission rate during the data usage is also dependent on the total availability of the respective technology, the transmission rate of the server selected for the provision of the relevant Service, the occupancy/capacity utilization of the mobile network by the number of users in the respective mobile radio cell, the distance to the antenna and the movement of the user.

Disruptions may also be caused by force majeure, including strikes, lockouts or administrative orders, or result from technical or other measures (e.g. repairs, maintenance, software updates, enhancements) which need to be carried out on the systems of the Provider or on those of upstream or downstream service providers, content providers or network operators which are necessary in order to ensure that the Services are properly provided or updated.

The use of the Services via the Apps may also be subject to limitations and inaccuracies due to the unavailability of or disruptions in the Apps, or the compatible end-device (e.g. for reasons of force majeure or due to technical and other measures such as maintenance, software updates, enhancements to the Apps). Services may be temporarily unavailable or only available to a limited extent during a workshop visit.

Maintenance and repair work carried out on the vehicle during the workshop visit may also generate data that leads to erroneous status and diagnosis reports, which may result in the Customer receiving erroneous offers for maintenance services or an erroneous request to arrange an appointment from the Service Partner. It may be necessary for the Customer to re-activate the Services in the User Account following a workshop visit.

The Services require a fully functioning power supply in the vehicle from the vehicle battery. If the Services are used excessively and the

vehicle's battery is not intermittently charged by running the engine, or connecting the battery to a power supply (in the case of electric vehicles), this may result in the battery becoming depleted. If the vehicle is left stationary for long periods this may cause the communication module ("Communication Module") in the vehicle to shut down and thereby disrupt the mobile data connection to the vehicle until the next time the vehicle is started up manually.

- 4.8 Provider reserves the right to make amendments and supplements to the Terms of Use. Such amendments and supplements of the Terms of Use arise from the functional expansion of the Services and from supplemental new Services. New Services will only become active when the Customer activates them in the User Account.

In addition, the Provider is entitled to make changes for valid reasons, for example if new technical developments, changes in case law or other similar reasons make this necessary.

Any other amendments and additions to the Terms of Use must be communicated to the Customer in text form (including email) at least two months before the effective date of the amendment or addition (calculated from the date of receipt of the notification by the Customer). They are deemed to have been accepted if the Customer does not object to them within two months of being notified of them. The Provider will inform the Customer separately of this legal consequence in its notification.

- 4.9 When these Terms of Use enter into effect and the vehicle is connected, a download will occur via mobile data connection and software updates for vehicle components, e.g. comfort systems, locking & security systems, driver assistance systems, chassis & drive systems as well as the vehicle's infotainment system, will be installed automatically without the need for a workshop visit ("Software Update"). The Software Update can be initiated from the vehicle or from the Daimler Backend and can improve and enhance functions of the vehicle and the Services, as well as provide or facilitate new functions of the vehicle and the Services, or modify or remove functions of the vehicle and the Services. The Software Update cannot be deactivated by the Customer. Depending on its type and scope, the Software Update will either be carried out automatically without any additional consent required from the Customer, or the Customer will be given the option of confirming or rejecting individual Software Updates; the Customer may always reject changes or removals if they are not advantageous to the Customer or if the Customer could not be reasonably expected to

accept them, taking the interests of the Provider into account. The period of time between individual Software Updates can vary. There is no right to demand Software Updates.

- 4.10 The Software Updates are subject to the availability and limitations of the mobile network and the equipment in the vehicle. This means that the time it takes to download and install any software can differ from vehicle to vehicle and can take anywhere from a few minutes to several hours. The status will be stored in the Daimler Backend and shown to the Customer via the Use Gateways.

Under certain circumstances, the Software Updates may be required for the unimpeded performance and operation of the Services. The Customer is not entitled to obtain the Software Updates by other means (e.g. through the Participating Partners). As part of servicing by Mercedes-Benz partners who are responsible for providing repair and maintenance services for Mercedes-Benz vehicles ("Service Partners") or Participating Partners, other measures may be carried out instead of or in addition to the Software Updates. While the Software Updates are downloading and installing, the functionality of the vehicle or individual components (e.g. the infotainment system or Communication Module) may be restricted for a certain period of time. In the unlikely event that a fatal technical error occurs during the installation of the Software Update, the functionality may continue to be restricted and a workshop repair may be needed.

- 4.11 Some Services are supplemented with additional functions. The additional functions are described in the Special Part of the Terms of Use. Additional functions cannot be separately activated or deactivated. Rather, they are always made available within the scope of the respective Service. The operation of the additional functions takes place in part via Use Gateways other than the Service itself.

- 4.12 For Vehicle Types 2 (see Overview of Services) the Customer has the option of receiving notifications in a notification center ("Notification Center") in the vehicle's infotainment system from Services that are activated by the Customer and compatible with the Notification Center ("Notification Center Services"). Not all notifications from Notification Center Services are displayed in the Notification Center.

For certain Services (e.g. Internet Radio, Fuel Station Prices, Live Traffic, Car-to-X Communication) the information available via the Service is prepared by certain third party content providers (the "Third Party Content Providers") or other third party service providers (the "Third Party Service Providers") and may be incomplete, incorrect, not current

or unavailable in whole or in part. The information is also generated in the individual Target Countries by various Third Party Content Providers and can have a different quality in the individual Target Countries. Provider assumes no responsibility for checking whether the information is complete, accurate or current, for completing, correcting or updating such information, or for making sure that the information is available or is made available in a certain quality. The Customer is independently responsible for use of the information and decisions made on the basis of the information; accordingly, the Customer is responsible for checking whether the information is complete, accurate, correct or current and is available or is made available in a quality suitable for any particular purposes.

- 4.13 MBUSA assumes no obligation or liability with respect to the accuracy of the vehicle operating data displayed in either the vehicle or the Use Gateway. MBUSA assumes no obligation or liability for any matters relating to a disruption in service resulting from (i) a disruption in mobile data connections provided by mobile phone companies, any mobile networks, global navigation satellite system GPS location services, or internet access; (ii) a depletion in vehicle battery or shut-down of the Communication Module; (iii) or any force majeure event or other technical issue outside of MBUSA's direct control, including any issue related to services provided by any third party. **The disclaimers in this Clause are in addition to any disclaimers for specific Services or features as set forth in the in the "Other Notices" Section of these Terms of Use.**

## 5. Requirements for Use

- 5.1 The Services are available in vehicles from newer Mercedes-Benz model series that are fitted with an integrated Communication Module. Some Services require additional optional equipment in the vehicle. Details and any other requirements for use are set forth in the respective Special Part of the Terms of Use and the Overview of Services. Moreover, certain Services are also available for vehicles from older model series. The Customer can obtain information about the model series in which the Services are available from the Participating Partners. For certain functions and Services, the vehicle requires a mobile data connection between the vehicle and the Daimler Backend as well as the compatible end-device of the Customer. In addition, the vehicle must have an infotainment system. To enable using the Services for a vehicle, the vehicle must be connected to a valid User Account. Connection takes place at the Participating Partner's premises or online via

the User Account. The Customer can obtain more information on the Customer Portal or from Participating Partners.

Services in the vehicle cannot be activated and used until the vehicle is connected. Each vehicle can always be assigned to only one Customer as the main User; additional vehicle users may be registered as 'Co-Users' within the meaning of Clause 9.1.

- 5.2 The Customer may disconnect a vehicle either by removing the vehicle from the User Account or by sending a request concerning the disconnection in text form (including by email) to the Mercedes-Benz Customer Assistance Center (CAC) referred to in Clause 13.

The disconnection will deactivate the Services in the relevant vehicle for the Customer.

Note: Any obligations to the Provider for payment of the fees for Fee-based Services will remain unaffected by a disconnection.

- 5.3 To enable using the Services, the Customer may need a compatible end-device that can receive messages by email or push notifications.

Use of the Services via Apps requires a compatible end-device and a mobile data connection, and the App must be obtained and installed on the compatible end-device.

Details are provided in the Special Part of the Terms of Use and the Overview of Services.

- 5.4 In addition, use of the Services also requires regular updates of the Apps when such updates are available.

- 5.5 Please note: The display in the instrument cluster of the vehicle takes precedence over all other information channels, for example, the display via the Customer's Use Gateways. Information displayed in the infotainment system or in Apps is not definitive and may in full or in part be incomplete or incorrect or not up to date; moreover, it only applies as of the time it is queried. Additional information may be found in the Special Part of the Terms of Use. **MBUSA assumes no responsibility regarding whether the information is complete, accurate, current or otherwise available to the Customer.**

- 5.6 **For vehicle types 1 (see Overview of Services) the voice-control function of certain services and functions is based on a technical application of a Third Party Service Provider To use the voice control function, the Customer must accept the terms of use of the Third Party Service Provider.**

## 6. Fees and Costs

The execution of these Terms of Use is not associated with any fees. The fees of the Provider apply for the Fee-based Services. Optional equipment is also necessary in some cases in order to use the Services in the vehicle

and could result in a higher vehicle price. Details on the required special equipment are provided in the Overview of Services.

The App is made available to the Customer free of charge.

- 6.1 Any costs for the mobile data connection between the vehicle and the Daimler Vehicle Backend will generally be borne by the Provider.

The foregoing paragraph does not apply to Services, for which the Customer must purchase a volume of data separately from a mobile service provider. The costs for the purchase of the data volume depend on the respective mobile service provider's rates.

- 6.2 Any costs for the mobile data connection that are incurred when the Customer using a compatible end-device or other media and telecommunications equipment accesses the Customer Portal or the User Account outside the vehicle shall be borne by the Customer in accordance with the rates charged by the Customer's own mobile service provider. These costs are based on the rates charged by the mobile service provider used by the Customer; higher fees may arise in other countries, if applicable.

## **7. Obligations of the Customer**

- 7.1 The Customer warrants that they are either the owner of the vehicle or that the vehicle's owner has permitted the Customer to use the vehicle and thus also to use the Services in the vehicle (e.g. driver of a company car).

- 7.2 The Customer warrants that the Customer's profile data, specifically the name, address (and email address or mobile telephone number) and date of birth, reported to the Participating Partner and entered in the User Account, are correct. The Customer shall inform the Provider of any changes to these data without undue delay.

If the data are incorrect and communication with the Customer is therefore not possible, the Provider reserves the right to block the Services.

Note: Any obligations to the Provider for payment of the fees for Fee-based Services will remain unaffected by the disconnection.

- 7.3 The Customer shall without undue delay have the vehicle disconnected from the Services in accordance with Clause 5.3, if the Customer is no longer entitled to use the vehicle (e.g. because it is sold or the Customer has lost the right to continue using the company or leased car) or if the vehicle has been destroyed.

If the Customer does not fulfil this obligation to disconnect the vehicle and another person successfully accesses the Services, or if the Holder or owner of the vehicle reports that the Customer is no longer authorized to use the vehicle, the Provider will disconnect the

vehicle in accordance with Clause 5.3 without further warning and will then inform the Customer that the disconnection has taken place. The liability of the Customer under Clause 7.8 shall remain unaffected.

- 7.4 The Customer shall keep all access details and passwords necessary to use the Services safe, not disclose them to third parties, and prevent them from being misused. The Customer is responsible for all activities that occur under the Customer's password or account. The Customer agrees not to use the account or password of another registered user without permission or to disclose the Customer's password to any unauthorized third party. The Customer shall not use the same combination of email address and password for accessing the User Account that is used for other online services. The Customer shall also impose the above obligation on any "Co-Users" as defined by Clause 9.1.

- 7.5 The Customer will be entitled to use the Services only if the Customer complies with all legal requirements and does not pursue any purposes in breach of the Terms of Use or applicable law.

- 7.6 If the Customer identifies that the Services have been used in breach of the Terms of Use or that an unauthorized third party has carried out an inadmissible activity on the mobile network provided for the Services, the Customer must inform the Provider accordingly without undue delay via the User Account or by contacting the CAC using one of the methods described in Clause 13.

- 7.7 The software applications provided for the use of the Services may not be modified, edited, decompiled (including by means of reverse engineering), stored or otherwise copied.

- 7.8 The Customer shall be liable to the Provider for any loss or damage arising from the Customer's or any Co-User's violation of the obligations under the Terms of Use in accordance with the applicable laws.

- 7.9 The Customer shall indemnify, defend and hold harmless the Provider and its affiliates and their representatives and Third Party Service Providers, and their employees, from all claims, costs, damage and losses (including the costs of reasonable legal proceedings) caused by or arising from a third party claim against the Provider in connection with a violation of statutory provisions, third party rights, or the Terms of Use by the Customer or a Co-User.

- 7.10 The Customer is responsible for storing any data as needed on its compatible end-devices. If the Customer allows another driver to use the vehicle, the Customer is responsible for informing the other driver about the Services and the associated data collection, processing and transmission prior to departure, obtaining

the other driver's consent and advising them of the option to deactivate the Services.

## **8. Term and Termination**

8.1 The Terms of Use will continue in effect until terminated as permitted hereunder. The term of the Services is set forth in the Overview of Services or the agreement between the Customer and the Provider.

8.2 The Provider may terminate the Terms of Use at any time with a notice period of 30 days, but at the earliest on expiry of the last Fee-based Service. The Provider may terminate gratuitous Services at any time with a notice period of 30 days. Fee-based Services shall end with the expiration of the posted term of use. The Provider will give notice of termination in text form (including email).

8.3 Notwithstanding the foregoing, Provider reserves the right to change or discontinue any free Services at any time without prior notification or incurring any future obligation, as well as any Fee-based Services provided that such change or discontinuance does not effectively create a significant burden or diminution in value of the Fee-based Services. For other Fee-based Services, Provider will give reasonable advance notice of such change or discontinuance in writing (including email). Technologies change over time so current technologies used by Provider may become obsolete or be replaced by other, different technologies, including different cellular or Wi-Fi signals, which may render any one or more of the Services inoperable with the vehicle. Provider will not be responsible for purchasing for the Customer's vehicle and/or cellular device, or updating them with new technologies that might in the future be required to restore operation of Mercedes me connect with the Customer's vehicle.

8.4 The Customer may terminate the Terms of Use at any time without notice. The Customer can issue the termination by clicking on the Terms of Use in the User Account, by deleting the user account or in text form (including by email) addressed to the CAC.

Note: Any obligations to the Provider for payment of fees for Fee-based Services will remain unaffected by a termination of the Terms of Use or deactivation of individual Services by the Customer.

Note: The deletion of the App in accordance with Clause 4.6 and the deactivation of Services in accordance with Clause 4.7 do not constitute termination. Instead, notice of termination must be given via the Customer's User Account or in text form (including email) to the CAC.

8.5 If a Customer with a previous domicile in one of the Target Countries changes domicile to a country that is not a Target Country, the

Services will be terminated and deactivated automatically without notice.

If the Customer uses the Services via the App and, having previously been domiciled in one of the Target Countries for the App, changes domicile to a country that is not one of the Target Countries for the App, the Customer may no longer use the Services via the App.

Note: Any obligations to the Provider for payment of fees for Fee-based Services will remain unaffected by any change of domicile.

8.6 A cancellation of the Terms of Use for cause remains unaffected. The Provider shall give notice of termination for cause in text form (including email and fax), and the Customer shall do so via the User Account or in text form (including email) to the CAC.

Note: Any obligations to the Provider for payment of fees for Fee-based Services will remain unaffected by a termination of the Terms of Use or individual Services for cause by the Provider.

8.7 In the event of a termination of the Terms of Use or individual Services, the relevant Services will be deactivated in the affected vehicles. The User Account of the Customer shall continue to exist even after the termination of the Terms of Use until it is deleted.

8.8 The Provider may transfer all rights and obligations arising from the contract to a third party or the local Daimler affiliate located in the target countries ("Contract Transfer"). The Provider shall notify the Customer of the Contract Transfer in advance in text form (including e-mail) with a notice period of two months. In this case, the Customer is entitled to terminate the contract with immediate effect within this period of two months after the announcement of the Contract Transfer. The Customer will give the notice of termination via the User Account or in text form (including email) to the CAC.

## **9. Other Users and Co-User Authorization**

9.1 To enable other persons to access Services, the Customer may authorize these other persons as co-users ('Co-Users') in the User Account. To use the Services as Co-Users, these other persons must also hold a User Account and confirm online that the Customer has authorized them.

To use the Services as Co-Users via Apps these persons must also purchase Apps and install them on a compatible end-device.

Co-Users can view, operate and use certain Services in exactly the same way as the Customer via their Use Gateways (e.g. they can inquire as to the vehicle's status, program the auxiliary heating). However, only the Customer is able to obtain Services, terminate the Services, activate the Services and connect

and disconnect the vehicle. The details and special provisions of the Co-User rights may arise from the Special Part of the Terms of Use. When functions are being programmed, the command most recently received in the car is always the applicable command, regardless of whether it came from the Customer or the Co-User. However, Co-Users cannot activate or deactivate the Services.

The scope of the Services may vary for the Co-User depending on the Use Gateway which is used to access them. Details may be provided in the Special Part of the Terms of Use and the Overview of Services.

- 9.2 The Customer can revoke the authorization of a Co-User at any time via the User Account.

## 10. Liability

DISCLAIMER. THE SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF QUALITY, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PROVIDER DOES NOT WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, BE UNINTERRUPTED, SECURE, OR ERROR-FREE. CUSTOMER ACKNOWLEDGES THAT CUSTOMER BEARS THE SOLE RISK OF TRANSMITTING THROUGH THE SERVICES ANY CONTENT, INCLUDING INFORMATION WHICH IDENTIFIES CUSTOMER OR CUSTOMER'S LOCATION. THE PROVIDER'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THE TERMS OF USE AND THE PROVIDER DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH THIRD PARTY SERVICE PROVIDERS UNDER THE TERMS OF USE. **Neither the Provider, nor any of its respective affiliates, distributors, dealers, dealer associations, together with their respective employees, agents, directors, officers and shareholders (collectively, "MB Parties") will be liable to the Customer or any other person or entity for any consequential, indirect, incidental, special, reliance or punitive or aggravated damages (including without limitation lost profits, lost revenues, lost savings, goodwill or harm to business, damages for loss of data, income, profits, loss of or damage to property, and third party claims) or any other damages of any kind, arising out of or in connection with, the Services, even if the**

**MB Parties are aware of the possibility of such damages.**

- 10.1 The foregoing limitation applies to all claims, including, without limitation, claims in contract and tort (such as negligence, product liability and strict liability). To the extent that a jurisdiction does not permit the exclusion or limitation of liability as set forth herein, liability is limited to the maximum extent permitted by law in such jurisdiction. The Customer acknowledges that the Customer will be fully liable for all damages resulting directly or indirectly from the use of the Services by or through Customer, including any Co-Users. All claims under these Terms of Use must be brought by the Customer, and Customer hereby agrees to indemnify defend and hold the MB Parties harmless against any claims, demands or allegations initiated by any Co-Users. Insofar as damage is or could be covered by an insurance policy taken out by the Customer, the MB Parties shall not be liable for any such damages suffered by the Customer and Customer waives any and all such claims and damages against the MB Parties and waives rights of subrogation, including on behalf of the insurance carrier.
- 10.2 These limitations of liability apply not only to the Customer, but to anyone using the Customer's vehicle, to anyone attempting to make a claim on the Customer's behalf, and to any claims made by the Customer's family, employees, customers, or others arising out of or relating to the Services. The limitations of liability set forth in this clause do not apply in the event of death or personal injury.

## 11. Privacy and Data Security

- 11.1 The Provider takes the protection of the personal data of the users of the Services seriously and gives due consideration to the protection of the user's privacy when processing personal data.
- 11.2 Further details concerning the data processing, privacy and data security are provided for you in the Connected Vehicle Privacy Notice for the Mercedes me connect Services.

## 12. Final Provisions

- 12.1 DISPUTE RESOLUTION. ANY DISPUTE OR CLAIM ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THE TERMS OF USE (WHETHER FOR BREACH OF CONTRACT, TORTIOUS CONDUCT OR OTHERWISE) SHALL, TO THE EXTENT PERMITTED BY LAW, BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT, EXCEPT THAT THE CUSTOMER MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF CLAIMS QUALIFY. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF

AN ARBITRATION AWARD IS LIMITED. HOWEVER, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS A COURT AND MUST FOLLOW THE TERMS OF USE AS A COURT WOULD. ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH THE AMERICAN ARBITRATION ASSOCIATION'S COMMERCIAL ARBITRATION RULES, IF APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR THE RESOLUTION OF CONSUMER RELATED DISPUTES. CONSOLIDATED OR CLASS ACTION ARBITRATIONS SHALL NOT BE PERMITTED. ARBITRATION HEARINGS SHALL BE HELD IN THE STATE OF GEORGIA. IF THIS LOCATION IS NOT CONVENIENT FOR THE CUSTOMER, THE CUSTOMER SHALL INFORM THE PROVIDER. THE PROVIDER WILL WORK WITH THE CUSTOMER TO DETERMINE A MUTUALLY CONVENIENT LOCATION. ANY DISAGREEMENTS REGARDING THE LOCATION IN WHICH ARBITRATION HEARINGS WILL BE HELD SHALL BE SETTLED BY THE ARBITRATOR. NOTHING HEREIN SHALL BE CONSTRUED TO PRECLUDE ANY PARTY FROM SEEKING INJUNCTIVE RELIEF IN THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF GEORGIA. IF THE CUSTOMER INITIATES ARBITRATION, THE CUSTOMER'S ARBITRATION FEES WILL BE LIMITED TO THE FILING FEE SET FORTH IN AAA'S CONSUMER ARBITRATION RULES. REGARDLESS OF WHO INITIATES ARBITRATION, THE PROVIDER WILL PAY THE CUSTOMER'S SHARE OF ARBITRATION FEES (NOT INCLUDING THE CUSTOMER'S ATTORNEYS' FEES) UP TO A MAXIMUM OF \$2,500. IF THE ARBITRATOR RULES AGAINST THE PROVIDER, IN ADDITION TO ACCEPTING WHATEVER RESPONSIBILITY IS ORDERED BY THE ARBITRATOR, THE PROVIDER WILL REIMBURSE THE CUSTOMER'S REASONABLE ATTORNEYS' FEES AND COSTS UP TO A MAXIMUM OF \$5,000, REGARDLESS OF WHO INITIATED THE ARBITRATION, UNLESS THE ARBITRATOR FINDS SOME OR ALL OF THE CUSTOMER'S CLAIMS TO BE FRIVOLOUS OR TO HAVE BEEN BROUGHT IN BAD FAITH. IN ADDITION, IF THE ARBITRATOR RULES IN THE PROVIDER'S FAVOR, THE PROVIDER

WILL NOT SEEK REIMBURSEMENT OF THE PROVIDER'S ATTORNEYS' FEES AND COSTS, REGARDLESS OF WHO INITIATED THE ARBITRATION, UNLESS THE ARBITRATOR FINDS SOME OR ALL OF THE CUSTOMER'S CLAIMS TO BE FRIVOLOUS OR TO HAVE BEEN BROUGHT IN BAD FAITH.

To help resolve any issues promptly and directly, the Customer and the Provider agree to begin any arbitration within one (1) year after a claim arises; otherwise, the claim is waived.

It is important that the Customer understands that by entering into these Terms of Use, the Customer and the Provider are each waiving the right to a trial by jury or to participate in a class action against the other party for claims that are covered by this "Dispute Resolution" Clause. The arbitrator's decision will be conclusive and binding and may be entered as a judgment in any court of competent jurisdiction.

- 12.2 Governing Law; Jurisdiction; Claims. For claims that Clause 12.1 does not require to be resolved by arbitration, each party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of these Terms of Use in the Federal or state courts sitting in the State of Georgia, and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum. Any claim that Customer wishes to assert under the Terms of Use must be initiated not later than one (1) year after the claim arose. The Terms of Use shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to its conflicts of law principles.
- 12.3 If any provision of the Terms of Use is deemed unlawful or unenforceable by a court of competent jurisdiction, then the impugned provision shall be deemed severed and shall not affect the validity and enforceability of any remaining provisions.
- 12.4 These Terms of Use, and all other attachments and exhibits, set forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous written or oral agreements or representations between the parties with respect to such subject matter.
- 12.5 No waiver of any breach or default under the Terms of Use shall be deemed to be a waiver of any preceding or subsequent breach or default. To be legally binding on the Provider, any waiver must be in writing.
- 12.6 Customer may not assign these Terms of Use, in whole or in part, without the prior written consent of the Provider, and any assignment in



violation of this Clause shall be null and void. The Provider may assign its rights and obligations under the Terms of Use including, without limitation, in whole or in part, to any affiliate without the prior written approval of or notice to Customer. Customer understands and agrees that, regardless of any such assignment the rights and obligations of the Provider in the Terms of Use may accrue to, or be fulfilled by, any affiliate, as well as the Provider and/or its subcontractors.

12.7 The terms and conditions contained in the Terms of Use that by their nature are intended to survive the termination of the Terms of Use shall survive the completion of performance and termination of the Terms of Use, including without limitation, Clauses 7-12, and the making of any and all payments pursuant to the Terms of Use.

12.8 The Terms of Use may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**13. Identity of the service provider and data controller; contact details**

The Services are offered by, and the responsible party is  
Mercedes-Benz USA, LLC  
1 Mercedes-Benz Drive  
Sandy Springs, GA 30328

Contact details for CAC:  
Mercedes-Benz USA, LLC  
Customer Assistance Center  
1 Mercedes-Benz Drive  
Sandy Springs, GA 30328  
1-800-367-6372

Email Address	Phone No*
<u>mercedes_me_connect@cac.</u>	<u>1-888-628-7232</u>
<u>mercedes-benz.com</u>	

\*Free of charge from landline  
mobile phone charges may differ

Customer Portal: [www.mercedes.me](http://www.mercedes.me)

## **II. Special Part**

The following terms and conditions of this Special Part apply to specific Mercedes me connect Services. Such Services may not be available to all Customers.

### **1. Maintenance Management**

This Service allows the Customer to receive individual non-binding offers from the Service Partners, selected by the Customer in advance, in the event of an established need for maintenance in the vehicle. These messages are sent by the Provider on behalf of the Service Partner.

### **2. Telediagnosics**

With this Service, the Provider records messages concerning wear and tear and outages to the extent these can be clearly interpreted and are available through monitoring of diagnosable components. The Provider reports this information to the Service Partner preselected by the Customer, so that the Service Partner can contact the Customer and the Customer can inform the Service Partner of a preferred appointment date. Messages regarding appointment booking are sent by the Provider on behalf of the Service Partner.

#### **2.1 Battery Observer**

The "Battery Observer" function allows the Customer to monitor the charge status of the vehicle battery. When the charge drops below a specific level, the Customer is warned via their selected contact channel and prompted to charge the battery.

#### **2.2 Telediagnosics Display Message**

With the "Telediagnosics Display Message" function the Provider records certain wear and failure messages, if these can be clearly interpreted and are available by monitoring diagnostic-capable components. Via the infotainment system, the Customer receives a pop-up message through which the Customer can enter into direct contact with the CAC.

### **3. Accident Recovery and Breakdown Management**

This Service enables the Customer to establish a telephone connection with the CAC from the vehicle and to obtain specific support after an accident or breakdown, as well as answers to questions about the vehicle operation, the nearest Mercedes-Benz Service station or other products and services of Mercedes-Benz in an informational call.

### **4. Accident Recovery**

This Service allows the vehicle passengers of a vehicle registered for the Standard Services to establish a telephone connection with the CAC following a Mercedes-Benz emergency call, and to transmit the vehicle data necessary and appropriate for the Service, which has been recorded in line with its technical design, as

well as the current position of the vehicle, to the CAC in order to obtain additional assistance.

### **5. Breakdown Management**

The vehicle can automatically detect possible breakdowns based on technical data. This Service allows the vehicle passengers of a vehicle registered for the Standard Services to establish a telephone connection with the CAC from the vehicle in the event of an acknowledged breakdown and to transmit the vehicle data necessary and appropriate for the Service, which has been recorded in line with its technical design, as well as the current position of the vehicle, to the CAC in order to obtain targeted assistance.

### **6. Remote Vehicle Diagnostics**

This Service enables the Service Partner preselected by the Customer, the Provider's technical market support department and the CAC to retrieve the technical vehicle status in the form of diagnostic data. Diagnostic data are retrieved as preparation for a workshop appointment or as diagnostic support during the workshop visit. In the event of a breakdown the CAC can inform a Service Partner employee of the vehicle status using the diagnostic data to facilitate a faster, more targeted repair. This Service also enables error codes to be cleared remotely in the event of a breakdown by the CAC or, if the vehicle is in a workshop, by the Service Partner.

### **7. Remote Vehicle Status**

With this Service, the Customer is able to view vehicle operating data (e.g. fuel tank level, mileage, average fuel consumption, tire pressure, maintenance interval, charging level of the high-voltage battery, electric range) via certain Use Gateways in order to be informed about the condition of the vehicle. Moreover, the Customer also has the option of defining certain events that will trigger an automatic message to the Customer via the notification channel set up in the User Account when they occur, for example when a vehicle's starter battery is depleted.

### **8. Programming of charging settings and Pre-Entry Climate Control**

If a Customer uses a vehicle powered by an electric battery, this Service offers the option of intelligently charging the vehicle remotely. This includes, for example, presentation of status data and scheduling the next time the vehicle is to be used. Moreover, the Customer also has the option of defining certain events that will trigger an automatic message to the Customer via the notification channel set up in the User Account when they occur, for example when a vehicle's high-voltage battery is fully charged. This Service also enables the Customer to operate the vehicle's Pre-Entry

Climate Control function via certain Use Gateways.

**9. Remote Door Locking and Unlocking**

This Service enables the Customer to view information about the locking status of the doors and trunk of the vehicle via certain Use Gateways and, depending on vehicle variant, to lock and unlock them remotely.

**10. Personalization**

The Customer can set up profiles in the vehicle (e.g. favorite settings, vehicle settings, settings for the instrument panel display) and can save and edit these under a name specified by the Customer. The Service allows the profiles to be transferred between the vehicle and the Daimler Vehicle Backend, and to be retrieved via certain Use Gateways of the Customer.

**11. Parked Vehicle Locator**

The Customer has the option of using certain Use Gateways to display a map showing the location where the vehicle is parked. For data protection reasons, the Customer is only able to call up the location of the vehicle if the vehicle is within a distance of approximately 1.5 km or 1 mile.

**12. Vehicle Tracker**

This Service enables the Customer to determine the current location of the vehicle via certain Use Gateways.

**13. Route Planning**

This Service enables the Customer driving a vehicle with a battery electric drive to plan a trip or route via certain Use Gateways.

In addition, the Customer can use this Service via certain Use Gateways to search for charging stations for a battery electric vehicle and to have them displayed on a map and in list form, to query information on charging stations and to filter the charging stations. The Customer can also enter this information into the infotainment system as a destination address. The electric range of the vehicle is calculated and displayed via certain Use Gateways of the vehicle.

The "Last Mile Navigation" function enables the Customer to use the location of the parked vehicle and, if applicable, the current destination address on the vehicle's infotainment system at the end of the trip in order to direct the Customer on a compatible end-device from the parked vehicle to the destination address, if the Customer's vehicle and compatible end-device have a suitable Bluetooth-based communication connection.

13.1 The "Trip Statistics" function enables the Customer to view various statistics (e.g. average speed, distance travelled and time spent in the vehicle). A requirement for use is that the Customer must have activated the "Remote Status" Service.

13.2 The "Journey Time Forecast" function enables

the Customer to view the route for various destination addresses and the estimated arrival times at these addresses via certain Use Gateways. A requirement for use is that the Customer must have activated the "Live Traffic Information" Service in the vehicle. A requirement for use of the location of the parked vehicle for this function is that the Customer has activated the "Parked Vehicle Locator" Service.

**14. Geofencing**

This Service allows the Customer to ascertain via certain Use Gateways whether and where the vehicle leaves or enters one or more areas defined by the Customer.

**15. Concierge Service**

The "Concierge Service" allows the Customer to obtain certain remote information from a Concierge about various topics of interest to the Customer (e.g. route and traffic information or information on points of interest, general knowledge, weather, sporting events, cultural events, stock market prices and events on the stock market, hotels, restaurants and bars or travel) or information the Customer needs in emergency situations (e.g. information regarding the nearest doctor). In this respect, the Customer may receive information about third party offers.

15.1 The Customer can additionally enlist the services of a Concierge to undertake bookings or orders which require corresponding payments. Processing the commercial orders and bookings through the Concierge requires that the Customer provide credit card details and answer a security question. The credit card details are used solely to render the desired Services and are not stored. The Customer determines the security question and answer in the Customer Portal.

**16. Live Traffic Information**

This Service allows the Customer to receive live traffic updates through a mobile data connection in the vehicle.

**17. Car-to-X Communication**

This Service allows the exchange of updated traffic information on dangerous situations (e.g. broken-down vehicles, accidents, vehicles with switched on warning light, heavy rain, fog and slick road surfaces) between vehicles for which this Service has been activated using the Daimler Vehicle Backend.

**18. Internet Radio**

This Service allows the Customer to use certain Internet Radio services in the vehicle. Depending on the infotainment system of the Customer's vehicle, the Customer may be required to establish a mobile data connection for the streaming of "Internet Radio" via the compatible end-device or to purchase a certain data volume via the Customer Portal.

## **19. Parking**

This Service allows car park locations, together with the number of currently unoccupied parking bays, to be displayed via access points specified by the Customer. The Customer can copy these locations into the infotainment system as target addresses or send them from the App to the infotainment system and copy them there as target addresses. Additional information about multi-level car parks and on-street parking (e.g. address, occupancy, opening hours, prices, height, width, availability determined on the basis of historical data, parking times) will be displayed via certain Use Gateways.

## **20. Fuel Station Prices**

This Service can be used to display fuel stations and their fuel prices within a radius of the current vehicle position or in a selected map section in the infotainment system of the Customer's vehicle.

## **21. Online Map Update**

This Service allows the Customer to update to current status the navigation map data in the infotainment system of the Customer's vehicle at regular intervals.

## **22. e-Navigator/Charging Stations**

This Service allows the Customer to display charging stations POIs and the number of free charging points in the infotainment system of the Customer's vehicle. The Customer can also enter this information into the infotainment system as a destination address. Moreover, the electric range (driving distance) of the Customer's vehicle is also calculated and displayed in the infotainment system of the Customer's vehicle.

## **23. Local Search**

This Service allows the Customer, by means of an online free text or voice command search, to search for addresses and points of interest (e.g. restaurants, cafes, bars, hotels, businesses, shopping) within a radius of the current vehicle position and, if the Customer has entered a destination address in the Customer's vehicle infotainment system and the navigation system is activated, to search for points of interest within a radius along the selected route or also within a radius of another address. The search results can be displayed in the infotainment system of the Customer's vehicle and may also be entered in the infotainment system as a destination address.

23.1 The "POI Download" function enables the Customer to search for addresses and points of interest (e.g. restaurants, hotels, and shopping opportunities) on a variety of online navigation maps offered by certain Third Party Content Providers and via the Mercedes me App, to send the results to the vehicle's infotainment system, and to transfer them into the system as

destination addresses.

## **24. Weather**

This Service allows the Customer to display the weather within a selected map section in the infotainment system of the Customer's vehicle.

## **25. Predictive Navigation**

This Service allows the Customer to receive suggestions for destination addresses based on a probability model. To use this Service the Customer must have activated the "Vehicle Tracker" Service and there must be a Bluetooth connection between the vehicle and a compatible end-device.

## **26. Dictation**

This Service offers the Customer the opportunity to create text for text messages (e.g. SMS) in the vehicle by voice input.

## **27. Mercedes-Benz Apps**

### **27.1 Internet Radio**

This Service allows the Customer to use certain Internet Radio services in the vehicle. Depending on the infotainment system of the Customer's vehicle, the Customer needs to establish a mobile data connection for the streaming of "Internet Radio" via the compatible end-device or to purchase a certain data volume via the Customer Portal.

### **27.2 Local Search**

This Service allows the Customer, by means of an online free text or voice command search, to search for addresses and points of interest (e.g. restaurants, cafés, bars, hotels, businesses, shopping) within a radius of the current vehicle position and, if the Customer has entered a destination address in the Customer's vehicle infotainment system and the navigation system is activated, to search for points of interest within a radius along the selected route or also within a radius of another address. The search results can be displayed in the infotainment system of the Customer's vehicle and can also be entered in the infotainment system as a destination address.

The "POI Download" function enables the Customer to search for addresses and points of interest (e.g. restaurants, hotels, and shopping opportunities) on a variety of online navigation maps offered by certain Third Party Content Providers and via the Mercedes me App, to send the results to the vehicle's infotainment system, and to transfer them into the system as destination addresses.

### **27.3 Weather**

This Service allows the Customer to display the weather within a selected map section in the infotainment system of the Customer's vehicle.

### **27.4 e-Navigator**

This Service allows the Customer to display charging stations and the number of free charging points in the infotainment system of the Customer's vehicle. The Customer can also

enter this information into the infotainment system as a destination address. Moreover, the electric range (driving distance) of the Customer's vehicle is also calculated and displayed in the infotainment system of the Customer's vehicle.

**28. Theft Notification with Parked Collision Detection**

Through this Service, the Customer receives a notification on their smartphone via the Mercedes me connect App if the parked vehicle detects a forceful impact. The notification includes information detected about the intensity, the affected area, the date and time of the incident. In addition, for newer vehicle models (see Overview of Services) the Customer is informed of the detected impact on the infotainment system when the vehicle is started. The Service also sends a message via the Mercedes me connect App if the anti-theft alarm system is activated, including the source of the alarm activation. The Customer has the option of temporarily switching off the alarm, the tow-away protection and the interior protection in the vehicle via the App. Sensors that were temporarily disabled by the Customer are automatically enabled in order to protect the vehicle.

**29. Interface to Third Party Service Providers**

This Service enables the Customer to transfer data via Provider to Third Party Service Providers selected by Customer (e.g. vehicle data or data required for the use of the Digital Assistant), if Provider has provided for this in the individual case.

The Customer can allow the Third Party Service Provider to amend data held by Provider or send commands to Provider which are transmitted to the vehicle.

Depending on the Third Party Service Provider selected, the Provider may use a subsidiary of Daimler AG to perform the Service.

**30. Connection to Content Providers**

With this Service the Provider enables the Customer to retrieve information from Third Party Content Providers (e.g. currently Yelp and TripAdvisor) via a connection to these content providers. The information retrieved in this manner comes exclusively from the Third Party Content Providers.

**31. LINGUATRONIC online voice control**

This Service gives the Customer the option of operating various functions in the vehicle and retrieving information from the Provider or Third Party Content Providers using voice control. Any voice control system that may be available in the vehicle is supplemented by voice recognition outside the vehicle in the Daimler Vehicle Backend.

The operation of certain topic areas may require activation of additional Services. For

certain topic areas, such as messaging, the LINGUATRONIC online voice control requires an active Bluetooth connection between the compatible end-device and the vehicle.

**32. Global Search**

This Service enables the Customer to receive information via the Daimler Backend about vehicle functions, other Mercedes me connect Services and information from the Provider or Third Party Content Providers using a central search service.

**33. ECO display**

This Service allows the Customer to view the vehicle operating data of the last trip (e.g. vehicle speed overview, switching behavior, start-stop statistics, etc.) via certain Use Gateways.

**34. Valet Protect**

This Service allows the Customer to define an area for a compatible end-device via certain Use Gateways and to get automatic push notifications through a compatible end-device when the vehicle leaves this area. In addition, the Customer can use push notifications to obtain information on the times when the ignition of the vehicle is activated or deactivated.

**35. Speed Alert**

This Service enables the Customer to define a speed limit via certain Use Gateways, and to receive notification in the Customer Portal when this limit is exceeded.

**36. ENERGIZING COACH**

This Service enables the Customer to receive personal recommendations for ENERGIZING Comfort Programs. The suggestions are based either on the data generated in the vehicle (e.g. trip duration) or on wearable data (e.g. stress or sleep data) if the Customer has connected their compatible Third Party Service Provider wearable per Bluetooth with the Mercedes me App.

**37. EV Station POI**

This Service allows the Customer to display charging stations and the number of free charging points in the infotainment system of the Customer's vehicle. The Customer can also enter this information into the infotainment system as a destination address.

**38. Mercedes me Charge**

Through this Service the Customer is provided with the technical interface to selected third-party mobility providers ("Mobility Service Provider") with regard to the vehicle specification and within the scope of further services. The Customer must have activated the Charging Stations Service. The Mobility Service Provider shall enable the Customer to self-authorize at a charging station selected by the Customer via certain Use Gateways via

third charging station operators ("Charging Station Operators") and to charge the vehicle for a fee. The prerequisite for use is that the Customer registers with the Mobility Service Provider via a link and posts payment data.

**39. Remote Engine Start**

**(for Pre-Entry Climate Control)**

This Service enables the Customer to turn the vehicle engine on and off remotely via certain Use Gateways. This allows the Customer to heat or cool the vehicle and to charge the vehicle battery. The vehicle runs for a maximum of ten minutes after an engine start.

**40. Stolen Vehicle Location Assistance**

This Service enables the Customer to support the authorities for locating a stolen vehicle by providing certain data via the CAC or a certified downstream provider.

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**The data services for some Services and Functions in these Terms of Use are based on a technical application of a Third Party Service Provider. Click here to see the Terms and Conditions:**

**<https://legal.here.com/terms/serviceterms/>**

**The voice control function of certain services and functions in these Terms of Use is based on a technical application of a Third Party Service Provider. To use the voice control function, the Customer must accept the Third Party Service Provider's terms of use.**

### III. Other Notices for the Mercedes me connect Services

The Provider has high standards for the quality and safety of its products. As a result it has developed measures and safety precautions for each individual Service. This however does not relieve the Customer of personal responsibility for safe vehicle operation and compliance with applicable laws, especially in the view of the fact that accident events in road traffic are frequently caused by excessive visual distractions from information, communication, and entertainment media and devices.

#### 1. General Notices

- 1.1 Customers who choose to operate and use integrated information systems and communication devices in the vehicle, can be distracted and lose control of their vehicle. Therefore, the Customer uses these systems and devices at the Customer's sole risk and discretion. If safe operation of the vehicle is not possible while using the Services, the Customer should not use the Services while operating the vehicle. The Customer is responsible at all times for the Customer's own actions.
- 1.2 Moreover, these Services do not relieve the Customer of any responsibility and accountability for ensuring the driving capability and road safety of the vehicle. The same applies to any requirements for maintenance and repair work. The Provider does not accept any liability for failure to carry out required maintenance and repair measures.
- 1.3 The laws of the applicable jurisdiction must be observed at all times by the Customer or any Co-User. The Customer should be aware of any laws applicable to the use of cell phones or smart phones in the applicable jurisdiction.
- 1.4 To the extent possible, voice control actions and/or read-aloud functions should be used by the Customer while operating the vehicle. That a Service or feature is available to the Customer while the Customer is operating the vehicle does not mean that the use of such Service or Feature is recommended or authorized by the Provider for use while operating the vehicle.
- 1.5 The Provider refers expressly to the operating instructions, including all warnings contained therein, which must be observed by the Customer.  
Provider shall not be liable for any damages arising from false or incorrect messages, disturbances of loss of a connection to the server due to force majeure, technical conditions or other reasons beyond the reasonable control of Provider.
- 1.6 Status queries in the vehicle through geofencing features may not be reliable despite

the available standard of technology. Under certain circumstances, it may not be possible to transmit data in full or in part (e.g. in parking garage). As a result of this, it is possible that stored commands are not activated because a vehicle status is not received by the Daimler Vehicle Backend correctly or in a timely manner. The Customer is responsible for use of status queries and reliance on any information provided thereby.

- 1.7 Provider reserves the right to modify and/or deactivate individual Services at Provider's sole discretion, as well as restrict or deactivate individual Services (for example, in the event that a security problem with a Third Party Content Provider is suspected, in the event of potential danger due to malware or in the event of incompatibilities) and to change the selection of Third Party Service Providers, the available data and the available commands.
- 1.8 Data on the charging progress and charging status may be incomplete, incorrect or not up-to-date in full or in part.
- 1.9 The Customer is responsible for any equipment not provided by the Provider used in connection with the Services. The Provider shall not be liable for any damages arising from the Customer's use of third party equipment in connection with the Services.
- 1.10 Devices and objects in the vehicle must always be kept in a manner to prevent injury to the Customer or any vehicle passengers, including in the event of an accident. The Customer is responsible for any devices or other objects in the vehicle. The Provider assumes no liability for any damages that arise from the presence of a device or other object in the vehicle in connection with Customer's use of the Services.
- 1.11 For vehicles with a mechanical parking brake, the "parking brake applied" status information does not provide information as to whether the parking brake is sufficient.
- 1.12 **Involvement of Third Party Service Providers and Third Party Content Providers**

The Provider does not have control over, and to the fullest extent permitted by applicable law, assumes no responsibility for, the content, privacy policies, or practices of any Third Party Service Provider.

Where the information available about the individual Service comes from Third Party Service Providers or Third Party Content Providers, the Provider makes no guarantee relating to the content, accuracy, current validity, completeness and availability. The Provider also accepts no obligation to check the information for accuracy, current validity, completeness and availability, to correct,

update or complete the information or to ensure that the information is available or provided at a specific level of quality. The Provider has no influence on the operation or functionality of the corresponding Third Party Service Provider's technical applications. The Third Party Service Providers and Third Party Content Providers may change or discontinue the functionality or individual functions of their services. Some of the functions of the Third Party Service Providers and Third Party Content Providers may not be available everywhere. Therefore, the Customer has independent responsibility for the use of the information and any decisions made on the basis of the information.

Provider does not guarantee the functionality of any commands made in connection with the Services. Such commands may not be properly executed or may be delayed. The Customer is solely responsible for the definition of commands and links with user accounts of Third Party Service Providers or Third Party Content Providers.

The Customer is obligated to withdraw the Third Party Service Provider's activation in the Customer Portal if the Customer learns of security problems with the Third Party Service Provider or in the event of loss of access data with the Third Party Service Provider.

## **2. Special Notices for Individual Services**

### **2.1 Live Traffic Information and Car-to-X Communication**

Not all relevant traffic information and dangerous situations are recorded and reported via Live Traffic Information and Car-to-X Communication. The information available through the Services is also generated by other Customers or drivers and a Third Party Content Provider, respectively, and the information could be incorrect, incomplete, or not up to date, in whole or in part. The Provider does not assume any obligation to check the information with regard to completeness, accuracy or current validity, or to complete, correct or update the information. The use of the information by the Customer or driver and any decisions by the Customer or driver based on the said information are made in their own responsibility; accordingly, the Customer or driver are responsible for checking whether the information is complete, correct and up-to-date.

### **2.2 Remote Door Locking and Unlocking; Remote Window Control**

The unattended remote opening of the vehicle may increase the risk of theft of the vehicle and of items located inside the vehicle. Provider assumes no obligations or liability for theft of any vehicle or other item under any

circumstances. The Customer uses this Service at Customer's own risk and discretion. The Provider accepts no liability for any damages or claims that arise from the Customer's actions of locking and unlocking of the vehicle or controlling the position of the vehicle's windows remotely, and the Customer shall indemnify and hold the Provider harmless from any third party claims arising from such actions.

The Provider expressly advises that the vehicle key should not be left in the vehicle when the vehicle is unattended.

### **2.3 Parking**

The Service only shows available parking spaces. The information provided may, at any time, be inaccurate, incomplete, or not up to date. Provider assumes no obligation to correct, complete, or update any information provided. The Customer is responsible for the safe operation of the vehicle and for observing all local conditions (e.g. vehicle height in the parking garage, posted notices prohibiting parking, etc.) In addition, the Customer acknowledges and agrees that Provider shall not be responsible or liable for any loss or damage whatsoever arising from any inability or unsuitability of parking spaces or losses to vehicles or the contents of the same resulting from fire, theft, collision or any other cause arising from the Available Parking Spaces Service.

### **2.4 Theft Notification with Parked Collision Detection**

This Service may not recognize all applications of force upon the vehicle and any alerts generated by this Service may be inaccurate or incomplete, or no alert may be generated. Provider therefore assumes no liability and hereby expressly disclaims any liability in the event that the Service triggers a false alarm or does not detect an impact on the vehicle. The Customer may choose to disable the tow-away protection feature of this Service; however this action will also disable damage detection. Detection may be restricted for other reasons, e.g. in case of vehicle damage with no impact, a low-speed impact or if the electric parking brake is not detected. The Provider assumes no liability for any damages arising from a false alarm generated by the Service or any failure to generate an alert. Detailed information can be found in the operating instructions.

The Customer always remains responsible for ensuring that their vehicle is roadworthy and free from damage. No guarantee can be made that the vehicle can still be driven safely or properly.



**2.5 Remote Engine Start**

Before activating Remote Engine Start, the Customer should ensure, among other things, that the vehicle is not in an enclosed space without adequate ventilation, the exhaust system is free, the vehicle cannot come into contact with combustible materials and the vehicle is not damaged in any way.

**2.6 Energizing Coach**

Pulse values are shown in the media display only in the range of 30-140 bpm. The pulse values are not valid for medical purposes but are only informational in nature and at any time may be incomplete, incorrect, or not up to date.

**2.7 Stolen Vehicle Location Assistance**

The Customer uses this Service at the Customer's own risk and discretion. MBUSA claims no obligation or liability relating to the Customer's or any third party's use of the data provided by this Service.

Mercedes me connect Overview of Services <sup>1)</sup>  <small>Version 001.008.002.A.19C</small>	Use possible with Mercedes me user account via the <b>Mercedes me portal</b>	Use possible with Mercedes me user account via the <b>Mercedes me app</b> or <b>Mercedes me web app</b> <sup>1)</sup>	Use possible via <b>infotainment system</b> in vehicle	<b>Terms</b>	<b>Optional extras required</b> (OE codes)	<b>Availability</b> for the following model series from date of production
Availability for use			Further information			
<b>Assist Services</b>				From activation <sup>5) 6)</sup>		<b>Available in all model series with Audio 20, COMAND or MBUX</b>
1) Maintenance management <sup>1)</sup>	<input type="checkbox"/>					<b>Transmission Mode 2:</b> Available on all 2019 and newer Mercedes-Benz passenger vehicles and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect
2) Telediagnosics <sup>1)</sup>	<input type="checkbox"/>	<input type="checkbox"/>				Available on all 2019 and newer Mercedes-Benz passenger vehicles and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect
2.1) Battery observer	<input type="checkbox"/>	<input type="checkbox"/>			COMAND Online (531), Audio 20 (506, 505, 520, 522) or MBUX multimedia system (545)	Available on 2019 and newer C-Class Sedan, C-Class Coupe, E-Class Sedan, E-Class Wagon, S-Class, S-Class Coupe, S-Class Cabriolet, GLC, GLC-Coupe
2.2) Telediagnosics display messages			<input type="checkbox"/>			Available on all 2019 and newer Mercedes-Benz passenger vehicles and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect

3) Accident recovery and breakdown management			<input type="checkbox"/>			Available on all 2019 and newer Mercedes-Benz passenger vehicles and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect
4) Accident recovery management <sup>1)</sup>	<input type="checkbox"/>					Available on all 2019 and newer Mercedes-Benz passenger vehicles and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect
5) Breakdown management <sup>1)</sup>			<input type="checkbox"/>			Available on all 2019 and newer Mercedes-Benz passenger vehicles and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect
6) Remote vehicle diagnostics						Available on all 2019 and newer Mercedes-Benz passenger vehicles and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect
<b>Vehicle setup (08U)</b>				<b>3 years from activation <sup>4) 5)</sup></b>	<b>COMAND Online (531), Audio 20 (506) or MBUX multimedia system (545)</b>	
7) Remote retrieval of vehicle status/remote status	<input type="checkbox"/>	<input type="checkbox"/>				Available on all 2019 and newer Mercedes-Benz passenger vehicles and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect
8) Programming of charging setting and pre-entry climate control <sup>2)</sup>		<input type="checkbox"/>				Available on all 2019 and newer plug-in hybrid and electric Mercedes-Benz passenger vehicles
9) Remote locking and unlocking of doors	<input type="checkbox"/>	<input type="checkbox"/>				Available on all 2019 and newer Mercedes-Benz passenger vehicles and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect
10) Personalization	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			Available on 2019 and 2020 C-Class, E-Class, CLS-Class, S-Class, G-Class and AMG GT 4-door and all 2021 and newer Mercedes-Benz passenger vehicles

Vehicle monitoring (09U)				3 years from activation <sup>4) 5)</sup>	COMAND Online (531), Audio 20 (506, 505, 520, 522) or MBUX multimedia system (545)	
11) Parked vehicle locator	<input type="checkbox"/>	<input type="checkbox"/>				Available on all 2019 and newer Mercedes-Benz passenger vehicles and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect
12) Vehicle tracker	<input type="checkbox"/>	<input type="checkbox"/>				Available on all 2019 and newer Mercedes-Benz passenger vehicles and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect
13) Route planning <sup>2)</sup>		<input type="checkbox"/>			Navigation (355+367/357/365 or 531)	Available on all 2019 and newer plug-in hybrid and electric Mercedes-Benz passenger vehicles
13.1) Last mile navigation		<input type="checkbox"/>	<input type="checkbox"/>		Navigation (355+367/357/365 or 531)	Available on all 2019 and newer Mercedes-Benz passenger vehicles and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect
13.2) Trip statistics		<input type="checkbox"/>				Available on all 2019 and newer Mercedes-Benz passenger vehicles and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect
13.3) Journey Time Forecast		<input type="checkbox"/>			Navigation (355+367/357/365 or 531)	Available on all 2019 and newer Mercedes-Benz passenger vehicles and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect

14) Geofencing	<input type="checkbox"/>	<input type="checkbox"/>				Available on all 2019 and newer Mercedes-Benz passenger vehicles and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect
15) Concierge service (code 12U)		<input type="checkbox"/>	<input type="checkbox"/>	1 year from activation <sup>4) 5)</sup>	Navigation (355+367/357/365 or 531)	Available on all 2019 and 2020 Mercedes-Benz passenger vehicles equipped with Navigation and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect and equipped with Navigation
15.1) Concierge Payments		<input type="checkbox"/>	<input type="checkbox"/>	1 year from activation <sup>4) 5)</sup>	Navigation (355+367/357/365 or 531)	Available on all 2019 and 2020 Mercedes-Benz passenger vehicles equipped with Navigation and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect and equipped with Navigation
Navigation (code 365 or 357)				3 years from activation <sup>4) 5)</sup>		
16) Live traffic information		<input type="checkbox"/>	<input type="checkbox"/>		COMAND Online or MBUX Multimedia system or Mercedes-Benz SD Navigation Package	Available on 2019 A-Class, C-Class, E-Class, CLS-Class, S-Class, G-Class and AMG GT 4-door and 2020 A-Class, CLA, C-Class, GLB, EQC, GLC, GLC-Coupe, E-Class, GLE, CLS, S-Class, GLS, G-Class, AMG GT, AMD GT 4-door and all 2021 Mercedes-Benz passenger vehicles equipped with Navigation
17) Car-to-X communication			<input type="checkbox"/>		COMAND Online or MBUX Multimedia System	Available on 2019 A-Class, C-Class, E-Class, CLS-Class, S-Class, G-Class and AMG GT 4-door and 2020 A-Class, CLA, C-Class, GLB, GLC, GLC-Coupe, E-Class, EQC, GLE, CLS, S-Class, GLS, G-Class, AMG GT, AMD GT 4-door and all 2021 Mercedes-Benz passenger vehicles equipped with Navigation
18) Internet radio <sup>3)</sup>			<input type="checkbox"/>	3 years from activation <sup>4) 5)</sup>		Available on all 2019 and newer Mercedes-Benz passenger vehicles (2019 A-Class and 2020 A-Class, CLA, GLC, GLC-Coupe, GLE, GLS with connect 5 excluded) and all 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect
Navigation services (01U)				3 years from activation <sup>4) 5)</sup>		

19) Parking		<input type="checkbox"/>	<input type="checkbox"/>		Available on 2019 A-Class, C-Class, E-Class, CLS-Class, S-Class, G-Class and AMG GT 4-door and 2020 A-Class, CLA, C-Class, GLB, EQC, GLC, GLC-Coupe, E-Class, GLE, CLS, S-Class, GLS, G-Class, AMG GT, AMG GT 4-door and all 2021 Mercedes-Benz passenger vehicles
20) Fuel prices			<input type="checkbox"/>		COMAND Online (531) or MBUX multimedia system (545) with navigation (355+367/357/365 or 531)
21) Online map update			<input type="checkbox"/>		
22) e-Navigator/charging stations <sup>2)</sup>		<input type="checkbox"/>	<input type="checkbox"/>		
23) Local search		<input type="checkbox"/>	<input type="checkbox"/>		
23.1) POI Download		<input type="checkbox"/>	<input type="checkbox"/>		
24) Weather			<input type="checkbox"/>		
25) Predictive navigation		<input type="checkbox"/>			
26) Mercedes-Benz apps				<b>3 years from activation <sup>4) 5)</sup></b>	
26.1) Internet radio			<input type="checkbox"/>		Available on all 2019 Mercedes-Benz passenger vehicles (A-Class excluded) and 2020 GLA, C-Class, SL, E-Class, CLS, S-Class, SL, G-Class, AMG GT, AMG GT 4-door and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect

26.2) Local search		<input type="checkbox"/>	<input type="checkbox"/>			Available on all 2019 Mercedes-Benz passenger vehicles (A-Class excluded) and 2020 GLA, C-Class, SLC, E-Class, CLS, S-Class, SL, G-Class, AMG GT, AMG GT 4-door and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect
26.3) Weather			<input type="checkbox"/>			Available on all 2019 Mercedes-Benz passenger vehicles (A-Class excluded) and 2020 GLA, C-Class, SLC, E-Class, CLS, S-Class, SL, G-Class, AMG GT, AMG GT 4-door and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect
26.4) e-Navigator <sup>2)</sup>		<input type="checkbox"/>	<input type="checkbox"/>			Available on all 2019 and newer plug-in hybrid and electric Mercedes-Benz passenger vehicles
<b>27) Plug &amp; Charge</b>		<input type="checkbox"/>	<input type="checkbox"/>		COMAND Online (531), Audio 20 (506, 505, 520, 522) or MBUX multimedia system (545)	Available on all 2019 and newer plug-in hybrid and electric Mercedes-Benz passenger vehicles
<b>28) Theft notification and parking damage detection<sup>2)</sup></b>		<input type="checkbox"/>	<input type="checkbox"/>	<b>3 years from activation<sup>4) 5)</sup></b>	852	Available standard on 2020 E-Class, CLS, S-Class, G-Class, GT 4-door, C AMG and 2021 C AMG, GLC AMG, E-Class, CLS, GLE, GLS, S-Class, G-Class, GT 4-Door. Optional on 2020 C-Class, GLB and 2021 C-Class, GLC
<b>29) Interface with Third-Party Providers</b>				<b>3 years from activation<sup>4) 5)</sup></b>	COMAND Online (531), Audio 20 (506, 505, 520, 522) or MBUX multimedia system (545)	Available on all 2019 and newer Mercedes-Benz passenger vehicles and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect
<b>30) Connection to content providers</b>			<input type="checkbox"/>	<b>3 years from activation<sup>4) 5)</sup></b>		Available on 2019 and newer A-Class, 2020 CLA, GLE, GLB, GLS and 2021 CLA, CLS, E-Class, GLA, GLB, GLC, GLE, GLS, GT 4-Door, S-Class
<b>31) LINGUATRONIC online voice control system</b>			<input type="checkbox"/>	<b>3 years from activation<sup>4) 5)</sup></b>	MBUX multimedia system (545) with setup for navigation (355) or media display (859)	Available on 2019 and newer A-Class, 2020 CLA, GLE, GLB, GLS and 2021 CLA, CLS, E-Class, GLA, GLB, GLC, GLE, GLS, GT 4-Door, S-Class
<b>32) Global search</b>			<input type="checkbox"/>	<b>3 years from activation<sup>4) 5)</sup></b>	MBUX multimedia system (545) with setup for navigation (355) or media display (859)	Available on 2019 and newer A-Class, 2020 CLA, GLE, GLB, GLS and 2021 CLA, CLS, E-Class, GLA, GLB, GLC, GLE, GLS, GT 4-Door, S-Class

33) Eco Display	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3 years from activation <sup>4) 5)</sup>	COMAND Online (531), Audio 20 (506) or MBUX multimedia system (545)	Available on 2019 and newer A-Class, S-Class, C-Class, GLC
34) Valet Protect		<input type="checkbox"/>		3 years from activation <sup>4) 5)</sup>	COMAND Online (531), Audio 20 (506, 505, 520, 522) or MBUX multimedia system (545)	Available on all 2019 and newer Mercedes-Benz passenger vehicles and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect
35) Speed Alert	<input type="checkbox"/>	<input type="checkbox"/>		3 years from activation <sup>4) 5)</sup>	COMAND Online (531), Audio 20 (506, 505, 520, 522) or MBUX multimedia system (545)	Available on all 2019 and newer Mercedes-Benz passenger vehicles and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect
36) ENERGIZING COACH <sup>1)</sup>				3 years from activation <sup>4) 5)</sup>	Special equipment PBR or PBP Code Comfort Package	Available on 2020 and newer GLE, GLS
37) EV Station POI <sup>2)</sup>		<input type="checkbox"/>	<input type="checkbox"/>		MBUX Multimedia system with pre-installation for navigation	Available on 2020 GLC 350e
38) Mercedes me charge <sup>2)</sup>		<input type="checkbox"/>	<input type="checkbox"/>		MBUX Multimedia system with pre-installation for navigation	Available on 2020 GLC 350e
39) Remote Engine Start (for Pre-Entry Climate Control)				3 years from activation <sup>4) 5)</sup>	26U Remote Engine Start	Available on 2019 and newer A-Class, CLA, GLA, C-Class, E-Class, CLS, S-Class, GLB, GLC, GLE, GLS, G-Class
40) Stolen Vehicle Location Assistance		<input type="checkbox"/>		3 years from activation <sup>4) 5)</sup>		Available on all 2019 and newer Mercedes-Benz passenger vehicles and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect



= Services can be used via this technical device.

- 1) Available for use by main and co-users.
- 2) The services are available only for electric and plug-in vehicles.
- 3) In the case of the designated model series, the Services require a data allowance from a separate mobile-phone contract from a telecommunications service provider, which can be purchased via the customer portal, or via separate data allowance via the customer's compatible device (e.g. tethering).
- 4) Activation is possible within 1 year after the initial registration or start of operation (whichever comes first).
- 5) Activation is by creating a Mercedes me connect user account, accepting the terms of use and pairing the vehicle.
- 6) Mercedes-Benz USA, LLC reserves the right to change or discontinue Mercedes me connect services at any time without prior notification or incurring any future obligation. For example, technologies can and do change over time so current technologies used by Mercedes me connect may become obsolete or be replaced by other, different technologies, including different cellular or WiFi signals, which may render Mercedes me connect inoperable with your vehicle. Mercedes-Benz USA, LLC will not be responsible for purchasing for your vehicle and/or cellular device, or updating them with, new technologies that might in the future be required to restore operation of Mercedes me connect with your vehicle.